AGENDA

Agenda, Bay Village City Council                                   Date:  March 25, 2019
Committee Meeting                        Time: 7:30 p.m.
Conference Room, Bay Village City Hall
Dwight Clark, President of Council, Presiding

ANNOUNCEMENTS

Mayor Koomar

Appointments to the Community Services Advisory Board for three year terms expiring March 25, 2022:

    Terry Foster, 30922 Perry Drive
    Alisa Regensburger, 31418 Walker Road

COMMITTEE OF THE WHOLE

Library Update/Recreation Department Location.

Sunset Project.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

FINANCE & CLAIMS COMMITTEE-Tadych

AFSCME Labor Contract – Service.

AFSCME Labor Contract – Administration.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Cooperative Use Agreement with the Ohio Facilities Construction Commission (OFCC) to receive State Capital funding for the Rose Hill Museum Repairs.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-
Stainbrook

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Electricity Contract – Street Lights.

Electricity Contract – Municipal Buildings.

MISCELLANEOUS
AUDIENCE

CAHOON MEMORIAL PARK TRUSTEES

Motion to approve entering into a Cooperative Use Agreement with the Ohio Facilities Construction Commission (OFCC) to receive State Capital funding for the Rose Hill Museum Repairs.

Motion to approve research on lighting options for the Bay Skate and Bike Park.
President of Council Clark called the meeting called to order in the Conference Room of Bay Village City Hall at 7:30 p.m.

Present: Clark, DeGeorge, Mace, Maier, Stainbrook, Tadych, Winzig, Mayor Koomar.

Also Present: Law Director Barbour, Finance Director Mahoney, Director of Public Service and Properties Liskovec, Fire Chief Lyons, Recreation Director Enovitch, Police Chief Spaetzel, Building Director Eric Tuck-Macalla, Community Services Director Selig.

AUDIENCE

Denny and Tara Wendell, Thomas J. Kelly, Clare Banasiak, Carl Frey.

ANNOUNCEMENTS

Mayor Koomar announced that on April 15, 2019, at 6:30 p.m., the Cleveland Restoration Society will hold a public information meeting in the Council Chambers regarding the benefits of their Heritage Home Loan Program. A mailing will be sent to homeowners with homes 50 years old and older along with the Mayor’s Newsletter. Homes are added to the list every year. Key Bank is the lender in the City that is part of the Heritage Home Loan Program and they plan to be present at the meeting on April 15, 2019.

COMMITTEE OF THE WHOLE

Sunset Project.

Mr. Clark advised that the Public Improvements, Streets, Sewers and Drainage Committee worked quite diligently and held public meetings concerning the Sunset Project. It is the recommendation of the Public Improvements Committee to move the project to the Committee of the Whole. Mr. Clark stated agreement with that recommendation, and opened discussion to every member of Council to provide input. The Capital Budget for 2019 did include the administration’s recommendation to do the chip and seal of the roadways, and other infrastructure work in the area.

Mrs. Stainbrook stated that discussions for this project began in 1982. It has a very long history and Mrs. Stainbrook came in as part of the project in 2017, and Chairman of the Public Improvements Committee beginning in 2018. Minutes of the Public Improvement Committee meetings of February 11, 2019 and June 25 of 2018 were provided to the members of Council.
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Over the last couple of years, there has been a lot of discussion around the entire project. The full project would be $3.25 million with the City portion being $1.8 million and the residents’ portion being $1.4 million, which would be an assessed amount. In 2018, the administration presented the phased project option, which is currently in the Capital Budget, for $569,000. This would address what would be deemed the most critical infrastructure portions of the project to be improved. Mrs. Stainbrook would like to get input from everyone and any other ideas that may be brought forward. She noted that Councilwoman Maier mentioned taking what would be the Capital Budget dollars and applying them to the whole project. That is considered a new idea. Mrs. Stainbrook stated that she would like to get input and ideas from all seven members of Council.

Mr. Clark noted that the residents in the Sunset area do deserve something to be done. The road conditions are deplorable.

Mr. Winzig noted that the City has already invested about $168,000 to date for fully engineered plans. He stated that he likes the idea of giving those residents some relief, and this is a very smart opportunity to give that relief. Mr. Winzig stated that he also likes the fact that the underground work that is going to be done isn’t just being done for short term, but has value beyond the short term aspect of the project, according to the engineer and Service Director Liskovec.

Mr. Liskovec stated that the money that will be going in the short term project will not be wasted because the work will be building blocks toward the larger, future project.

Mr. Winzig added that given the Capital outlay the City is facing this year it would be difficult to take on the entire large project. This is a smart decision at this point in time.

Mrs. Stainbrook clarified with Service Director Liskovec that of the $569,000 for the short term project, $200,000 would be for the road resurfacing. She noted that the $200,000 would have the potential of being comprised going forward with any other additional phased work.

Mr. Winzig stated that the short term project allows the City to fix a problem that has been there for way too long, and buys time to plan the Capital investment in the next few years when we are not trying to buy new hook and ladder trucks and building bridges.

Ms. Maier stated that it would be something that would have to come up because the pavement is not going to last that long. It is still a stop gap measure. We don’t want this to be another ten to fifteen year process where it deteriorates past the point of being passable and back into the same situation.

Mrs. Stainbrook that we are guessing a little bit in terms of the areas we improve versus the areas we don’t immediately improve in terms of infrastructure.

Mayor Koomar stated that the administration is concerned about the sanitary sewers that have been filmed by the sewer team and reviewed by the engineer, and are in poor condition. We do
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not want to wait for State Capital dollars. We want to insure they can use their sanitary system. It would fit in to a larger project later.

Mr. Mace stated that the use of the word “deplorable” in regard to the roads is being nice. The roads are really bad there and residents have every right to seek relief from the City. We have the money in the budget for fixing what we are able to at this time. Given the funding in the budget of this year, it is unrealistic to even consider the $1.8 million from the City at this time. Mr. Mace stated that he also believes it should not be something that is put aside for another ten or twenty years. The project has to stay on the front burner and not forgotten. It is something that needs to be done if money is received from the gasoline tax or by setting up funding for infrastructure funds for projects like these without being debt driven.

Mr. Tadych stated that he is trying to figure out how many houses are going to be made whole by the sewage project that is being done for the $569,000. Mr. Liskovec stated that there are 46 homes in the Sunset area. He displayed an image showing three homes that will be receiving direct impact and an additional eight homes that will also receive direct impact.

Mr. Tadych stated that he really feels the City should do the entire project. We should take the $569,000 and apply it to the residents’ amount of $1.4 million, reduce their portion, and do the whole project. If the eleven houses are disconnected currently to the sewers, will they have to pay to connect to the new sewers? Mayor Koomar stated that they are in rear yards now. The City would obtain easements for the relining and part of the section of the eastern end would be abandoned.

Mr. Tadych stated that there was discussion in the past that when the new sewers go in and are connected to the homes, if they are connected properly now, there would be no charge to connect to the houses. That cost could go up to $2000 a house if they were misconnected originally.

Mayor Koomar stated that many of the homes are changing in the area, many are torn down and rebuilt. The project engineer, CT Consultants, was to provide a connection to every homeowner at the street, at the right-of-way. There are some sections where residents are connected in the back that could cause some hardships. That section of the line is in good condition, and relining can be done to keep them whole. Several residents expressed comments that they would take legal action if they had to connect differently. In the spirit of getting this project done, it is a perfectly good connection and can work into the larger program. At some point if they want to connect into the newer connections, they can do so.

Mr. Tadych asked if this would be at their own expense.

Mayor Koomar stated that if a house were to be torn down and rebuilt, that would be the logical place for them to connect. There are so many nuances, house by house, it is hard to generalize. We are trying to give people relief, give them a good connection that will last and the proper connection at the same time. The way it is currently designed and the way you would design the project today are two different animals. You have to look at it and determine how a connection can be made so that it is not a hardship when the project goes through, giving them the right tools down the road that should house go down and be rebuilt as so many of them have been rebuilt.
What is the right thing to do long term, looking at it from current state and future state, so that twenty years from now someone might say that the right connection was not given when the project was designed.

Mr. Tadych asked if there would be no charge to the residents to reconnect to the new sewers. Mr. Liskovec pointed out on the image displayed the new sanitary sewers and the new lateral lines. Those will be intercepting the existing laterals. They will be severed and connected again.

Mr. Tadych asked if the laterals are in the wrong level or the wrong height, it will be up to the City to pay for that change to move them to the proper level. That was the original intent, not to this last section of three years, prior to that, it was all discussed that this is the way it was going to be. Mr. Liskovec stated that it would be a good topic of discussion as we are getting ready to verify all those elevations. Mr. Tadych stated that if they are going to have additional charges he still favors applying the money to the full project and having everyone treated fairly.

Mayor Koomar stated that when this time was scheduled for the committee session, Mr. Bierut, the consulting engineer, already had a previous commitment or he would be here tonight. The Mayor stated that it is his understanding that the residents would be able to connect. That can be confirmed on March 19.

Mr. Liskovec stated that part of the reason why the sanitary line is being added is there is a storm line that is going to go down the center which would essentially sever the connection to the existing sanitary line. Otherwise you would have to go up and over the top of the sanitary line, or under it to connect it. That is why there is parallel sanitary. You have to look at the whole project to pick it apart. If you reference the three that are being serviced by the rear yard sanitary, they are not changing at all. Their connection will be maintained the way it is currently, but will be provided that sanitary connection running down Forestview to Sunset. The problem in the backyard local is west of Forestview. It is still holding together, and everything is there, but it is being watched closely.

Mr. Tadych stated that he, too, wants to see the best job done for the residents. The best job is to take the money we are offering to begin the process of the roads and sewers for eleven homes and apply it to the $1.4 million and do it right.

Mr. Liskovec stated that the sanitary work of the entire project will be paid by the City. That is something that is not going to be passed off to the residents for assessment. It is the storm sewer and the reworking of the roadway. Those are the assessable items.

Mr. Mace asked how much of the project is the storm sewer. Mrs. Stainbrook stated that the City portion of the roadway, storm sewers, and miscellaneous is $2.4 million for roadway and storm sewers. The Ohio Revised Code dictates that the City will pay for the intersections, taking it down to the assessable cost of $1.8 million. The assessable cost is reduced more by taking into consideration the park property.

Mayor Koomar stated that to do the project as engineered, the homeowners association has not provided the legal access to the park property for the long term improvement. That, in of itself,
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would be a legal fight that would not repair their roads or fix their sanitary sewers at this point in time. Even with this money tossed in, there would be a difference between those two numbers. If we don’t do anything, there are residents there that would sue the City and we would go down a different path again. Just saying we should put the money in and do the large project, the project would not start this year. The whole assessment process would have to be started. Homes in the area have be revalued. We would have to go back and go through the whole process. By the time that assessment equalization board took place it would be sometime in the fall, well out of construction season.

Mr. Tadych asked how many homes are in the homeowners association of the 46 properties in the area. Mr. Liskovec stated that he does not know immediately. Mr. Tadych stated that he does not think it is many. If you remember the vote from the association when they were voting it was surprisingly low. Seventeen homes favored and others did not belong to the association.

Mayor Koomar stated that to gain legal access, we would have to go through the courts. Mr. Tadych stated that would be for the people that don’t belong to the homeowners association.

Ms. Maier asked if there is a majority of the homeowners association. Mayor Koomar stated that he is assuming it is a majority. He has never seen their bylaws. The vote they took on one assessment was heavily skewed against.

Mr. Tadych noted that they would have to have some monetary involvement in any process of law, those seventeen families, or whatever number it is.

Mr. Clark stated that if we do nothing we are very likely to be sued anyway. We are all in agreement that we want to do something here. We have been talking about this for a long time. Three years ago, the City appropriated $170,000 for engineering. The total project right now as designed with previous cost is a little over three quarters of a million dollars. That equals about one year’s worth of road overlays for different parts of the City. Mr. Clark stated that he feels strongly that the project should be done as proposed without charging the residents because they deserve it and have waited too long. We have voted on the Capital Budget. The project is in the Committee of the Whole. It doesn’t take a formal vote. We have already signed off on doing the project as recommended by the administration. We did so in three readings. This project will take ten to twelve weeks, and will have to be done sooner than later, because part of it is temperature dependent. We might get five to seven years out of the chip and seal. The good news is Bay Village is in great financial strength. The bad news is that Bay Village is in great financial standing. Getting money, as we hoped to have gotten grants or loans, at this juncture, is not in the cards. We are not willing to sign a long term extension with Cleveland Water for fifteen to twenty years to get a little bit of money for new water lines. That is a price that is too high to pay.

Mr. Tadych asked about the $1 million from Cleveland Water, that we have talked about for many years. Mayor Koomar stated that it is a point of discussion. They are still standing on their standard contract at this point, so we will continue to work that avenue. The Mayor stated that he has nothing to report tonight to say there would be some funding that would go into this project.
Mr. Clark commented that he is concerned about making a move until we know what is going to happen with Avon Lake and Westlake.

Mrs. Stainbrook stated that all along this project was going to be a big project. If we didn’t have any conflict with this over the last couple of years, we would have bonded out our share of it, and run the assessments. Timing is always important, and not always great, but, to now say that we can’t bond it out, we talked about bonding it out for the whole entire time. For it to come together and say we can’t bond it out? Mrs. Stainbrook stated that where she can’t reconcile things is that if we are willing to spend $569,000 on eleven houses, when we can perhaps spend that money towards the whole project on the residents’ side, and do the whole project, what is the best use of that $569,000.

Mayor Koomar stated that from his viewpoint as we have discussions with the Rocky River Wastewater Treatment Plant, we remember we are under a no-equal alternative study right now, negotiating with the Environmental Protection Agency, and some of those numbers could be extremely large. There is a time line and a lot of testing and modeling, and when we look at that shorter term we need to be cognizant that this is a bogey out there that we are going to be required to do at some point. We will not have an option on that requirement.

Mrs. Stainbrook stated that one thing she would really like to avoid is agreeing to the phased project and then we have a significant failure of some other area over there and we are right back where we started.

Mr. Clark stated that there hasn’t been a significant failure since 1982. But, the chance is something will go wrong because of the age. The votes that were made several weeks ago were an implied endorsement of what was recommended by the administration.

Mr. Winzig stated that in February the Mayor said issuing debt right now on that project and trying to balance these other expenditures we need to do in 2019, these numbers won’t work. The recommendation of our Finance Committee with our Council President and Mr. Tadych as Council Chair of the Committee was to say to do what we can to improve this area and give the residents some relief. Anything we do underground will be a perfect fit with longer term plans. We would be biting off a little piece of some of these areas that need some improvement and take care of those now. Mr. Winzig stated that he thought when there was agreement on the Finance budget that was the allocation anticipating that was what we were going to do this year. All of a sudden, when we are getting ready to authorize it, now, we are saying we should do something different.

Ms. DeGeorge stated that she does not think we are saying that, the Public Improvements Committee brought it to the Committee of the Whole for input to determine if we could do something different, something better, something more, what else could we do. We feel as a committee we have exhausted all the answers, and that is why we are bringing it here. I don’t necessarily feel we are changing it up, unless you have a better idea then, why not?
Mr. Winzig stated that it sounds like the idea being asked for consideration is to go all the way back to the big project and hold those monies we set aside for this allocation and go back and restart the entire big project.

Mr. Tadych stated that we would go ahead and apply this fund to the project that the residents are going to pay the $1.4 million, reducing theirs to nearly $900,000 for all the homes, and go forward with the whole project.

Ms. DeGeorge commented that we do not have the map on what those figures would look like and the sticking point in the project has always been the residents’ portion. If I don’t have numbers to look at to tell exactly what the new assessment is going to be, I am not sure that is a good idea either.

Mr. Tadych stated that the problem is there are thirty-five other homes that are going to receive a newer assessment down the road, even more money than the $1.4 million.

Ms. DeGeorge stated that she would like to see those figures, if the project is done that way, something tangible to look at, she would be for doing the entire project, but we need the residents to be with us on doing the entire project.

Mrs. Stainbrook stated that this is why these conversations are happening so we can ask for other information. She asked Mr. Liskovec if he could do that or if the Finance Department would provide those numbers.

Mr. Liskovec stated that the engineer would have to provide those calculations.

Mr. Clark noted that Chagrin Valley Engineering may not be willing to take the CT Consultants numbers.

Mr. Liskovec stated that he would speculate they are going to want to go through all of the spreadsheets and formulas and make sure they are correct.

Mr. Tadych stated that the City is setting a precedent in doing the project this way. We have never done it this way before on any other project. We have another project coming in one other undeveloped area in the near future.

Mr. Mace stated that he does not agree with that because we did East Oviatt last year replacing pipe in the street at the City’s expense.

Mr. Tadych stated that the East Oviatt project was not undeveloped. Mrs. Stainbrook added that the area had previously been assessed. Mr. Tadych noted that there has been no assessment in the Sunset area.

Mayor Koomar stated that before former Service Director Sears began his overlay program which we approved with no assessment to the residents, the City did a slightly deeper repair. Mayor Koomar was the last street on Russell where the City put in a fully improved road that
had already been paid for and assessed, and as a resident he had to pay for his road to be paved. The next year Mr. Sears came in and started the overlay program. To Mr. Mace’s point, if you want to be consistent, we have definitely done things different ways. The Mayor stated his number was about $2,000. At the end of the day, if a sanitary line fails at the end of this year because we are in court trying to get this done, there are going to be a number of homes affected and we will be on the front page saying that we did not maintain this properly.

Mr. Clark noted that there will be an assessment equalization process regardless of how much money the City puts into the project. The fact that it sets precedence, we are finally doing something tangibly that we have avoided for some time now.

Mr. Tadych stated that he would hate to put his house up for sale in that area if he was one of the 35 homes that aren’t having anything done and having to report that to the new owner. That is why I think it is fair to do the entire project, apply the money that we were willing to apply from the $569,000 to the $1.4 million and move forward as fast as we can.

Mr. Clark addressed Mr. Tadych and suggested that he should have done this before Council voted on the budget. You endorsed this as Chairman of the Finance Committee. We did three readings and this did not come up.

Mr. Tadych stated that Mr. Clark is absolutely right, but the money that is going to be used isn’t going to be due for some time. We talked about this being a next year payment type thing, and that is not having anything to do with the budget. All we are doing is taking the $569,000 or whatever number is in the budget and applying it to that and moving the project forward and applying the money next year or the year after.

Mr. Clark stated that we haven’t looked at the $3.2 million additional money we would have to borrow as part of this project, in addition to a Capital Budget where we are spending $7 million this year and borrowing at a record level.

Mr. Tadych stated that he has spoken to all about the record level and that he feels uncomfortable about that. It is something we can do, and should probably do. We have a lot of projects and this project should be taken forward as the whole thing.

Mr. Clark stated that the goal tonight, which Mrs. Stainbrook achieved, is to get this on the table to see how people feel about this project. We all agree we want to do something. We all agree we want to do something soon. One option will enable us to do it soon. Another one is probably going to put things off again. In a perfect world we would like to have three legs of the stool, the residents, the City and public help. The problem is the public help isn’t there and that makes it a challenging exercise for all of us here.

Mayor Koomar stated that looking at the Governor’s budget and the money coming down for programs, if it materialized it would not happen very quickly. Next year would be somewhat of a pipe dream by the time they put things in place. Ms. Maier stated that her preference would be to do the entire project, but, she understands that we are in the position that we have allocated the money to do the temporary work.
Mrs. Stainbrook asked if this topic is on the schedule for next week’s meeting as well.

Mr. Clark stated that Council can choose to talk about it, or not, because everything is pretty much on the table.

Mrs. Stainbrook said some may want to sleep on it, or think it through or see if there is other information.

Mr. Clark stated that we have already made a decision, to some extent, by giving the administration the license to go forward on the project as is, as prescribed at this juncture.

Mrs. Stainbrook stated that she thinks that is questionable. Money was approved just as in any part of the budget where we are approving money for something and something changes.

Mr. Clark stated that we did talk about this project. You looked at the numbers very closely.

Mr. Tadych stated that we said we wanted to move forward on the project of Sunset. I think we are doing just that. How we do it is to be seen.

Mr. Clark thanked the Public Improvements Committee for the work they have done.

Mr. Winzig asked if someone could recalculate the assessment worksheet based on the reduction if we are going to talk about this again.

Mayor Koomar stated that this is not as simple and quick as one might want it to be. Before spending funds with Chagrin Valley Engineering on a project and Mr. Liskovec puts a lot of time into it in an already busy year, is that collectively what this group wants? The Mayor noted that he wants to do the whole project, too, the residents deserve it, but he is also a practical guy to know that there is a chance if we don’t do it and put it off again we will get sued and be in a tough spot. Mr. Clark mentioned the debt levels right now. The ability to hold out for some vote for State Capital funding played into that decision. He noted that he doesn’t want to go back to Chagrin Valley Engineering to spend $2,000 in recalculating all of this and having them check the numbers. The Mayor stated that if Council wants to talk about it next week, that’s fine. He needs direction and is looking for consensus.

Mrs. Stainbrook stated that she feels like there are two questions. If we commit the dollars for the whole project, what will the new assessment numbers be for the residents, and, is that something they are interested in.

Mayor Koomar stated that because of the property re-evaluations that may take a little more work.

Ms. DeGeorge asked if there is a way to do both. Go ahead with what we talked about to give them what they asked for which is some relief, while redoing numbers to see, if when the time
comes, the amount can be applied to their assessment which is essentially what we are talking about doing now.

Mayor Koomar stated that it is difficult to tell Chagrin Valley to go out and get ready to bid a job and then run the cost estimates.

Ms. DeGeorge stated that if we were to apply these monies to the whole project, as Mr. Tadych suggested, if we could have those numbers while we are still giving them the relief by doing the $569,000 project. At the same time getting the numbers so that we know for Phase 2, and keep moving at both levels.

Ms. Maier stated that what we are saying is that if we were to do the whole project we would do the whole project. And so you couldn’t have them going on parallel tracks because the value of the recycling wouldn’t be taken out of the equation, you would still have to do the whole project.

Mr. Mace stated that the last several meetings we have had, what we heard from the residents is that they were only interested in the assessment if we could get some other public funding. They had no interest in having an assessment for the whole project without that funding. We asked, at those meetings, what can we do for you, and it came down to everyone wanting the streets fixed for their neighborhood. That is where it got put into the equation that we do the streets at the very least.

Ms. Maier stated that we presented them with the possibility of a grant. That didn’t pan out so it was do we do this temporary project, or do you do the whole project. The idea of applying the amount for the temporary project to offset the assessments was not considered. It is a little different approach, and they weren’t given that option.

Mr. Winzig commented that we also said if we got outside funding we would split it 50/50.

Mayor Koomar stated that we did play with some of those numbers. Mr. Liskovec put them in a spread sheet very roughly. We still had assessments in excess of $40,000. All of the conversations with the Sunset residents was that was not going to be acceptable and they were not going to give us the park land we needed to do the project and we would end up in court. The Mayor noted that he does not think the assessment numbers will be going down, they might be going up. He would not want to spend engineering dollars to look at those things.

Mrs. Stainbrook stated that looking at a phased approach and going five to seven years out the cost of the remaining phases of the project are going to be significant. This started out at $1.5 million and now it is $3.25 million.

Mr. Winzig noted that the current market value of these homes has probably gone up. If we give them money to reduce the assessment costs, the assessment costs may have gone up as well.

Mrs. Stainbrook stated that it will go up in the next seven years as well. Mr. Tadych added that we will assess more money because the project will cost more.
Mrs. Stainbrook asked that Council talk about this again on Monday, March 25, coming back with questions, and deciding what other information is needed, if any.

Mr. Clark stated that we first have to find out the estimated cost of Chagrin Valley Engineering to look at this project, because it is not a couple thousand dollars. We would have to have input from Finance Director Mahoney, because she is not at the table tonight. Our debt outstanding right now is, give or take, $10 million in total. We are talking about adding $3.25 million dollars, basically thirty percent of our debt load, for less than one percent of the homes in Bay Village. That is a concern.

Mrs. Stainbrook stated that has always been the case, ten years ago, or two months ago, we were always going to have to carry that additional debt.

Mr. Clark stated that those are the two things we will have to submit to Chagrin Valley Engineering and to Finance Director Mahoney. Mrs. Mahoney was talking about $2.7 million being the stretch number to borrow this year, and that is in addition to getting some grant funding and City money sitting around in various accounts because we spent wisely over the last couple of years. Mr. Clark commented that he would like to land this plane soon.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Fence Regulations

Mr. Mace reported that an Environment, Safety and Community Services Committee meeting was held earlier this evening regarding fence regulations. We are currently discussing whether the ordinance should be changed to include higher fencing with 75% openness. The Committee discussion was supplemented by input from constituents in the audience. Mr. Mace was planning to schedule another Environment and Safety Committee meeting on April 15, but will be moving that date now after learning there is another meeting that date. A date will be set for some time in April with the hope to get this matter out of the Environment and Safety Committee. The recommendation may not be unanimous, but the committee will make a recommendation to the Committee of the Whole for three readings and public input. Mr. Clark noted that the goal is to have this matter completed before Council recess at the end of June.

FINANCE & CLAIMS COMMITTEE-Tadych

February 2019 Financial Reports of the City of Bay Village.

Mr. Tadych reported that the February 2019 Financial Reports of the City of Bay Village have been received by Council. Municipal Income Tax Collections have increased by $49,000 during the first two months of 2019. Health care costs are down by 67% over last year, but it must be remembered that health care costs are always one month behind.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Phase I of the Rosehill Museum Project (slope stabilization). Advertisement for Bids.
Ms. Maier stated that information has been received from Director of Public Service and Properties Liskovec for the first phase of the Rosehill Museum slope stabilization project. The total project cost is $309,010, and about half of that amount will be in-kind service from the City. The request at this time is to give authorization to the Service Director to advertise for bids.

The Mayor stated that part of this project is working with an expert and Chagrin Valley Engineering. The slope is the largest part of any movement of the foundation. State Capital funding will be used and after the slope is stabilized the building will be watched. Pillars on the porch and smaller work will be undertaken in the future, but the cracks in the foundation call for this project for the 200 year old building to be maintained.

Mr. Liskovec advised that the project includes three six three-foot diameter concrete pylons going approximately thirty feet into the ground for reinforcement.

The Mayor stated further that it is important to go forward with this project because they will be accessing the area for the Cahoon Basin trail project. Timing of this work is being coordinated with the Lake Road Bridge Project. Chagrin Valley Engineering has been at the site for environmental work and this project will enable monitoring the foundation in future years.

The Mayor further noted that there is only so much capacity in the Service Department team. There is no capacity left at this time, but they will do a lot of this project work in house, considerably bringing down the total cost. Many Service Departments do not have the capability to do this, so the Mayor feels blessed that the City has a good, experienced team to do this work and maintain this home for the Historical Society.

Mr. Winzig commented in regard to the schematic drawings of the project provided to Council. The portion that says “Not in Contract” looks like it is a foundation of the existing wall. He asked if the idea is to put in the pylons in the whole thing and then over time go back in and see how that is doing.

Mr. Liskovec stated that based on the geo-technical reports there is underground movement so those pylons would essentially stop that movement. Phase 2 would deal with the foundation of the building itself and Phase 3 would be the columns underneath.

Mr. Tadych noted that when he and Mayor Koomar were on Council together there was work authorized to strengthen the basement. This will help strengthen it more and get it stabilized for the next step.

Mr. Liskovec stated that with the approval this evening an advertisement for bids will be done on Thursday, March 21, with bid opening the first week of April. Construction will begin after Bay Days when the ground is drier, probably the beginning of August. A one to two month construction period is planned. There will not be interference with the bridge project.

Skate Park Lighting.
Ms. Maier stated that one of the items at a Planning and Zoning Committee meeting on February 25, 2018 was skate park lighting. The pilot project held last April was to temporarily light the facility and test the water to see if a permanent lighting solution could be installed in the skate park. The committee decided to bring this to the attention of the rest of the Cahoon Memorial Park Trustees. Minutes of meetings held during the year 2010, the last year of a six year process, when the park was approved were provided to the Council/Trustees. Much of the dialogue in the minutes centered on the location of the skate park and lighting was not discussed. Mr. Dan Overfield has brought the request in to putting in lighting to be able to use the facility past the sunset hours which were originally stipulated with approval of the park. Other nearby facilities are lighted and it does make sense for families after work to be able to visit a lighted skate park. The Planning and Zoning Committee is favorable to moving forward if funds could be raised to put in lighting.

Mayor Koomar stated that Ms. Maier is correct. When the skate park was approved the President of Council at that time said that the skate park would not be lighted. Over the years, the skate park has been a nice addition to Cahoon Memorial Park. Lighting with modest hours would provide additional skating time. Now that it has been place for a number of years, lighting is something for the trustees to consider. The question now would be whether we want to look for grant dollars.

Mr. Clark stated that when we looked at this nine years ago the concern was what kind of patrons would be attracted, and would there be problems in the evenings and weekends. It seems to have worked out fairly well, with only minor graffiti and trash problems. Chief Spaetzel agreed. Mr. Clark stated that from a safety standpoint it has worked out well, giving people who have a skating passion an alternative to soccer, basketball and other sports. The concern is how late to keep the skate park open, and if that lighting would invite potential problems.

Ms. Maier stated that all the lights would be programmed to shut off automatically at 8 p.m. or 9 p.m. The request had come through because Mr. Overfield was interested in applying to the Bay Village Foundation for a grant, but he did not have the standing to do that because there was no agreement from the trustees if that was something that they would want to entertain.

Mrs. Stainbrook asked if we are talking about this without having any idea of cost or fundraising.

Mr. Clark asked if there is some reason why we would not want to be able to advance this to give Mr. Overfield the license to seek funding outside of City funding for permanent lighting.

Mr. Tadych stated that he doesn’t have a problem with seeking funding, but he would sure like to know an estimate of the cost before moving any further.

Ms. Maier stated that the thought was not wanting to waste a contractor’s time coming out to do an estimate if the City was just going to say no.

Mr. Clark stated that there seems to be a positive tender to supporting the lighting and having it move forward. This may be a strong enough endorsement for Mr. Overfield that he could pursue cost information knowing that Council will not turn away.
Ms. DeGeorge stated that when this first began Mr. Overfield said that the reason he hadn’t gotten estimates for the lighting is because no one would give him an estimate without some sort of approval from the trustees.

Ms. Maier stated that the minutes of this meeting should suffice, noting that there is a general agreement in the concept and giving him the authority to do the due diligence to see what the cost would be for the lighting.

Mr. Barbour stated he thought a written document for Mr. Overfield showing authorization by the trustees to solicit prices would be helpful. Before he does the necessary legwork, Mr. Overfield would like to have something from the Council and the trustees to indicate that he wouldn’t be wasting his time.

Mr. Tadych stated that the reservation he has is how the lights would be installed, shining down or at traffic on the road.

Mayor Koomar asked that a motion be included in the agenda for Council and the trustees for March 25, 2019 to give Mr. Overfield the endorsement for consideration of the project. Mr. Clark stated that the details such as hours and where the lighting is to shine are still to be vetted, but recommended giving Mr. Overfield the license to seek costs at the Council meeting to be held March 25, 2019.

Add the matter of Vacant Homes to Matters Pending before Council Committee.

Ms. Maier stated that Building Director Macalla would like to add this tool to his Building Department toolbox to speed the process along of monitoring the care of vacant homes. This may require legislation to be drafted.

Add the matter of Review of Existing Zoning Code per Master Plan Recommendations to Matters Pending before Council Committee.

Ms. Maier will also ask by motion that the matter of review of the existing zoning code be included in the matters pending list to see if there is anything that needs to be changed per the Master Plan recommendations. That same review was done with the previous Master Plan.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-
Stainbrook

Update on Capital Projects. (The update on Capital Projects was discussed at the beginning of the meeting, but is included here for consistency in the committee reports transcription.)

Director of Public Service and Properties displayed an image of the impact of the closure of the Lake Road Bridge over Cahoon Creek. The bridge will be closed for replacement from April 1, 2019 to September 1, 2019. Highlights in different colors indicated the actual road closure, the work zone, the local traffic flow, and local accesses to be maintained for the residents on the north, the Boat Club, the Upper Park, and Bryson Lane.
Chief Spaetzel stated that the local traffic is going to impact the two intersections of Cahoon Road and Wolf Road, and Dover Center and Wolf Road. The first week in April, officers will man both of the intersections from 7 a.m. to 9 a.m. and 2:30 p.m. to 6 p.m. to assist motorists and acclimate them to the process. With the Middle School at the corner, consideration is being given to changing the pedestrian time and having the children change their crossing to Dover Center Road because of the wide roadway at Cahoon and Wolf. Hopefully, this measure will alleviate traffic back-up. Signage will be installed at the City Hall drives to keep cars from blocking the driveways. Through traffic will be prohibited at Douglas Drive and Lake Road and Bruce Road at Dover Center Road by the installation of signs. The traffic light at Dover Center Road and Lake Road will be put on a flashing signal with caution signaling on Lake Road and red flashing stop on Dover Center Road. The Bay Soccer Club has been informed that parking will be prohibited on the east side of Cahoon Road on the gravel portion to prevent kids from being let out of cars into the roadway, which will be unsafe due to the increased traffic. A crosswalk between Harvey Yoder Parkway and the south end of the Rose Hill will be installed to encourage people to cross safely.

Mayor Koomar added that they are working with the schools regarding bussing and when those modifications are finalized an update will be given to Council. RTA has been contacted as well as Westcom and surrounding suburbs that provide mutual aid. The Lake Erie Nature and Science Center and Metroparks have been notified. Email blasts and the Mayor’s Newsletter will also provide information and a copy of the map of the road closing and rerouting of traffic.

The Queenswood Bridge Project starts March 25, 2019, with full road closure for 90 days. Detour will be provided from Edinborough to Sandalwood to Lake Road. The official truck detour is Route 83 in Avon Lake to Columbia Road. Signage will be installed as far back as Avon Lake, and at Bassett Road encouraging drivers to go to I-90, on both the west side of the City and on Clague Road.

Updates on the Columbia Road Culvert will be forthcoming. The area will be open for traffic a good portion of the time. There will be a short period of time when Columbia Road will be closed to drop in the box culverts.

Ms. DeGeorge asked the impact of the Lake Road Bridge closing on the Bay Days activities. Chief Spaetzel stated that Lake Road will be closed at Porter Creek Drive and signage will be installed to encourage participants to come in off of Wolf Road. Portable message boards will be installed at Bassett Road and Lake Road to advise motorists that the Cahoon Road connection is no longer viable at that time.

Mr. Clark stressed the importance of encouraging people to sign up for Code Red because of all the different projects that will be underway. Mayor Koomar advised of his efforts through new resident packets and the Mayor’s Newsletter of the importance of signing up for the Code Red service.
Mr. Clark noted that the total cost of these projects is near $4 million. Mayor Koomar stated that the Lake Road Bridge Project is fully funded by the Ohio Department of Transportation (ODOT), and 95% of the Queenswood Bridge Project is funded by ODOT.

The Ashton Road Bridge Project will follow at a later date. Looking forward into the future, Lake Road and Wolf Road repairs and resurfacing will be undertaken.

A motion to advertise for bids for the Rose Hill Museum slope stabilization project will be presented at the Regular Meeting of Council to be held this evening.

Partners Environmental has completed their test digs in Cahoon Memorial Park. An update on those results will be presented in April.

State Capital dollars will be used for the improvement of the concession stand and storage shed in Cahoon Memorial Park.

**RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig**

Prohibition of Smoking in Parks.

**Mr. Winzig** would like to move forward with the prohibition of smoking in the parks. This topic has been run through the Recreation and Parks Improvement Committee, presented to Council, and reviewed with the Parks and Recreation Commission. Mr. Winzig will make a recommendation to move this forward to the Matters Pending before Council Committee. Mr. Winzig will work with Law Director Barbour on fine tuning the ordinance and Mr. Enovitch and Mr. Winzig will complete designs and location recommendations.

Mr. Tadych asked if smoking at the pool is currently banned, and at what distance from the pool.

Recreation Director Enovitch stated that there is no smoking in the pool area. Mr. Tadych stated that people are complaining of the odor near the pool and this ban is something of which he would be in favor.

**Test Digs at Cahoon Memorial Park**

**Mr. Winzig** asked Service Director Liskovec for an update on the outcome of the test digs that were recently completed in Cahoon Memorial Park.

Mr. Liskovec stated that Partners Environmental will conduct a review of their findings with the administration. The project was successful in finding boundaries and what is underground. They have all the details of the thickness of materials which they will share with the City once their report is compiled. Partners Environmental has sent off soil samples to see if the material will be sufficient for the City purposes from a geo-technical standpoint. The Service Department team will compact the soil and prepare it for recreational use.

**Bradley Park Playground Progress**
Mr. Liskovec stated that footers for playground pieces are being installed. The climbing web is a more intricate piece to be put together. It will be assembled at the Service Garage and brought out to determine accurate measurements for the footers.

Mr. Winzig asked if the plan once the new equipment is in to resurface any ground material. Mr. Liskovec stated that once the footers are poured they will be excavating out the twelve inch requirement for the mulch surface.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Ms. DeGeorge had no report this evening.

MISCELLANEOUS

Mr. Tadych stated that a resident called him to report that his neighbor is doing some work on his property. The caller went to the Building Department to find out more information on the addition and asked how high the addition would be as far as roof height. The Building Department could not tell him how high the addition would be. Mr. Tadych stated that he was also at the Board of Zoning Appeals meeting last week and someone asked how high one of the buildings that the man had submitted plans for was going to be, and they could not tell him.

Law Director Barbour stated that there were no plans submitted for the garage. The applicant had a sketch about the location of his accessory building and that was one of the issues that came up at the meeting. They asked if it would be a garage or accessory building. If it is a garage, it can only be 18 feet tall, if it is a shed it would be 10 feet tall.

Mr. Tadych asked how something can come before the Board of Zoning Appeals with no plans.

Building Director Tuck-Macalla stated that they were coming for a special permit for a special use. Law Director Barbour stated that the applicant was not sure of the type of building he was going to build which is why it is no longer on the agenda of the Board of Zoning Appeals.

Mr. Tadych stated that he is concerned people might be looking at plans for something that someone is doing and the proper height is not indicated.

Mr. Barbour stated that if someone submits plans they are in the Building Department. Mr. Tuck-Macalla stated that the resident spoke to him and he showed him the plans. Mr. Tadych stated that the Building Department could not tell him the height of the building. Mr. Tuck-Macalla stated that when the resident talked to him he showed him where it said how tall the building would be. Mr. Tadych stated that the girl in the Building Department couldn’t tell him and she called somebody else and it took some time to figure out the height. Mr. Tuck-Macalla stated that it took about ten minutes. Mr. Barbour and Mr. Tuck-Macalla noted that the people at the desk, the tech clerk and the assistant, are not required to read plans.

There being no further discussion, the meeting adjourned at 8:55 p.m.
Committee Meeting of Council
March 18, 2019

Dwight A. Clark, President of Council

Joan Kemper, Clerk of Council
MATTERS PENDING BEFORE COUNCIL COMMITTEE  
March 19, 2019

Committee of the Whole

- Sunset Drive Area Storm Sewer and Road Improvements (5-12-08)
- Mr. Tadych will bring the Tree Ordinance to the Committee of the Whole.

Environment, Safety & Community Services- Mace, DeGeorge, Tadych

- Review of Codified Ordinance No. 1163.05 Fence Regulations.

Finance & Claims- Tadych, Winzig, Mace, Clark

Planning, Zoning, Public Grounds & Buildings- Maier, Winzig, Stainbrook

- Elimination of Front-in Parking in front of stores on Dover Center Road
- Review of Codified Ordinance No. 1373.01 Boat Storage
- Review of Codified Ordinance No. 1141.04 Home Based Business
- Vacant Homes (3-18-19)
- Review of Existing Zoning Code per Master Plan Recommendations (3-18-19)

Public Improvements, Streets, Sewers & Drainage- Stainbrook, DeGeorge, Maier

- Bruce/Russell/Douglas Sewer Improvements

Recreation and Parks Improvement- Winzig, Mace, Stainbrook

- Renovations to Playground Equipment at Bradley Road Park (8-29-17)

Services, Utilities & Equipment- DeGeorge, Maier, Tadych
ALISA REGENSBURGER

31418 Walker Road, Bay Village Ohio 44140 (216) 905-3867  
alisamcbride@yahoo.com

EXPERIENCE

2007 - Present   Buckeye Community Hope Foundation   Columbus, OH
Senior Service Coordinator/Quality Improvement Specialist (PT Contract Position)
- Conducts employee training and creates electronic materials for distance learning.
- Created and implemented performance measurement tool for service coordinators serving low income older adults.
- Supervises service coordinators serving older adults across multi-county service area.
- Conducts performance audits to ensure compliance with regulatory bodies.

2011 - 2014   Community Care Network   Cleveland, OH
Outcomes Coordinator/Quality Improvement
- Conducted employee training (First Aid, CPR, and Professional Etiquette).
- Assisted in agency certification. (CARF)
- Implemented and measured program evaluations for multiple social service agencies.
- Directed the service evaluation systems.
- Conducted, measured and evaluated consumer satisfaction initiatives.
- Ensured timely submission of reporting to funding sources.

2008-2011  University Settlement Inc.   Cleveland, OH
Adult Wellness Program Manager
- Managed adult wellness program staff and operation serving older adults and persons with disabilities.
- Managed funding and reporting from multiple funders including: the Western Reserve Area Agency on Aging, Cuyahoga County Department of Senior & Adult Services and the United Way.
- Increased attendance of program and efficiency of operation.

2007-2008   Senior Transportation Connection   Cleveland, OH
Outreach Coordinator
- Promoted the transportation network to municipalities and users.
- Conducted initiatives directed toward older adults.

2005-2007   National Church Residences   Cleveland, OH
Service Coordinator
- Connected older adults with resources and referrals.
- Conducted community health fairs and initiatives directed toward older adults and their caregivers.
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<td>Kent State University</td>
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Terry Foster
30922 Perry Drive
Bay Village, OH 44140
Home Phone: (440) 250-0025, Cell (440)263-7716
Email: tessmasterg@aol.com

Education
~ Ohio University, BA in Psychology
~ Cuyahoga Community College. Coursework in data processing
~ Master Gardener Certification Program, 2003, through the Ohio State University Cuyahoga County Extension Program

Employment
~ Westlake Public Library, October 2013-present, circulation senior assistant
~ Bay Presbyterian Church, March 2011-present, substitute receptionist.
~ U.S. Census Bureau, January 2010-July 2010, crew leader and enumerator
~ West Side Community Mental Health Center, 1987-1990, quality assurance specialist and client rights advocate
~ Woodruff Hospital, Cleveland, 1980-1985, mental health worker and patient advocate

Volunteering
~ Village Project, non-profit providing meals and support for cancer families, grocery shopping volunteer, October 2012-present
~ Master Gardener, Cuyahoga County OSU Extension- public education volunteer, hotline, newsletter contributor and coordinator for continuing education, 2003-present
~ Cuyahoga County Board of Elections, 2007-present, poll worker/presiding judge
~ Bay Village Middle School library, library aide, 2001-2009.
~ Ohio Reads Tutor, 2003-2006, Westerly Elementary, Bay Village
~ PTSA secretary at William Cullen Bryant School, Cleveland, 1997-1999.

References
~ Barb Harrell, Executive Director, Village Project, (440) 348-9401
~ Vicki Glavinos, Westlake Public Library, Circulation Supervisor, (440) 871-2600
~ Barb Hartford, retired Assistant Director, West Side Community Mental Health Center, Cleveland. Home (216) 321-0447
AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A LABOR AGREEMENT
WITH THE AFSCME OHIO COUNCIL 8, LOCAL 3816, SERVICE,
AND DECLARING AN EMERGENCY.

WHEREAS, a Memorandum of Understanding has been agreed to by and
between the AFSCME Ohio Council 8, Local 3816, Service, and the City of Bay Village;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of
Bay Village, Ohio:

SECTION 1. That the Mayor be and he is hereby authorized to enter into a
labor agreement with AFSCME Ohio Council 8, Local 3816, Service, covering compensation
and other employment provisions for municipal employees for the period from January 1, 2019
through December 31, 2022, in accordance with the language set forth in the Memorandum of
Understanding.

SECTION 2. That it is found and determined that all formal actions of this
Council concerning and relating to the adoption of this ordinance were adopted in compliance
with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency
measure immediately necessary for the preservation of the public peace, health, safety and
welfare, and for the further reason that it is immediately necessary to provide for said
compensation and other employment provisions as agreed upon in labor negotiations so that
personnel may be available to the City, wherefore this ordinance shall be in full force and take
effect immediately upon its passage and approval by the Mayor.

PASSED:

__________________________
PRESIDENT OF COUNCIL

__________________________
CLERK OF COUNCIL

APPROVED:

__________________________
MAYOR

03.22.19 jt
ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A LABOR AGREEMENT
WITH THE AFSCME OHIO COUNCIL 8, LOCAL 3816, ADMINISTRATIVE,
AND DECLARING AN EMERGENCY.

WHEREAS, a Memorandum of Understanding has been agreed to by and
between the AFSCME Ohio Council 8, Local 3816, Administrative, and the City of Bay Village;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of
Bay Village, Ohio:

SECTION 1. That the Mayor be and he is hereby authorized to enter into a labor
agreement with AFSCME Ohio Council 8, Local 3816, Administrative, covering compensation
and other employment provisions for municipal employees for the period from January 1, 2019
through December 31, 2022, in accordance with the language set forth in the Memorandum of
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employment provisions as agreed upon in labor negotiations so that personnel may be available
to the City, wherefore this ordinance shall be in full force and take effect immediately upon its
passage and approval by the Mayor.

PASSED:

__________________________
PRESIDENT OF COUNCIL

__________________________
CLERK OF COUNCIL

APPROVED:

__________________________
MAYOR

03.22.19 jt
CULTURAL PROJECT COOPERATIVE USE AGREEMENT

ROSE HILL MUSEUM

This Cooperative Use Agreement (Agreement) is entered into by and between the City of Bay Village, as the Project Sponsor (Project Sponsor), and the State of Ohio (State), acting by and through the Ohio Facilities Construction Commission (Commission), a state agency organized and operating under Ohio Revised Code (ORC) Chapter 123 (the Commission and the Project Sponsor, collectively, the Parties). This Agreement becomes effective upon the date it is signed by all of the Parties (Effective Date).

RECITALS

1. Pursuant to ORC Chapter 154, Article VIII Section 2i of the Ohio Constitution, and pursuant to a General Bond Order issued by the Ohio Treasurer of State (Treasurer) on August 31, 2005, bonds (Facility Bonds) were issued for the purpose of providing grant moneys to pay the costs of acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities, which are Ohio cultural facilities, as defined in ORC Section 123.28(J).

2. The Ohio Public Facilities Commission (OPFC) entered into the OPFC Lease pursuant to which the Commission will make lease rental payments, which will be assigned by OPFC to the Treasurer, in connection with Ohio cultural facilities.

3. The Commission is a body corporate and politic, an agency of state government and an instrumentality of the State, performing essential governmental functions of the State, duly created, existing and operating under and by virtue of ORC Chapter 123.

4. In accordance with ORC Section 123.21, the Commission may make and enter into all contracts, commitments and agreements, and execute all instruments, necessary or incidental to the performance of its duties.

5. The Commission has determined that the Cultural Project defined herein meets all requirements of the ORC and, subject to the fulfillment of certain conditions, has approved the expenditure for the project.

6. The Commission, by action of the executive director, authorized the execution of this Agreement and determined that the cooperative use of the Facility, as provided in this Agreement, contributes to the development, performance, and presentation of culture, or making the same available, to the public of this State.
In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Identification

1.1 Project Sponsor Information
City of Bay Village
350 Dover Center Road
Bay Village
Kathryn Kerber
Administrative Project Leader
kkerber@cityofbayvillage.com
440-899-3412

The Project Sponsor identified above represents and warrants that it is and will continue to be a governmental agency as defined in ORC Section 123.28(F).

1.2 Notices for Official Correspondence
All communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid.

(a) with respect to the Commission:

Ohio Facilities Construction Commission
30 West Spring Street, 4th Floor
Columbus, Ohio 43215
Attention: Executive Director

(b) with respect to the Project Sponsor:

City of Bay Village
350 Dover Center Road
Bay Village, OH 44140
Attention: Mayor

The parties designated above shall each have the right from time to time to specify as their respective address for purposes of this Agreement any other address upon the giving of fifteen (15) days’ prior written notice thereof, as provided herein, to the other parties listed above.

2. Project Information

2.1 Project Location
Rose Hill Museum, 27715 Lake Road, Bay Village, OH 44140 (the Facility)
2.2 Project Description
The Project Sponsor plans to use the grant for the demolition and rebuilding of the parlor's foundation at the Facility. The construction project will be known herein as the Cultural Project for the purposes of this agreement. This project supports culture through the presentation of features of historical interest in a local historical facility.

3. Financial Considerations

3.1 Grant Amount
The 132nd General Assembly of the State of Ohio (General Assembly) in H.B. 529 designated $62,000 of the funds appropriated in ALI C230FM to the Commission to finance all or a portion of the capital facilities costs associated with the Cultural Project. The Commission agrees to provide a grant of $62,000 (Grant Amount) to the Project Sponsor.

3.2 Appropriation Intent
The funds under this Agreement shall be used by the Project Sponsor for capital improvements that meet the intent and purpose of the appropriation and the limitations on use set forth in the bill appropriating the funds. To the extent such costs exceed the funds appropriated, the Project Sponsor will be required to pay the difference. Additionally, the funds shall be used only for construction, as defined in ORC Section 123.28(K).

3.3 Fiscal Management of Project
The Project Sponsor is responsible for the financial management of the Cultural Project. The Project Sponsor will comply with, or cause compliance with, all appropriate accounting and budgeting procedures in accordance with generally accepted accounting principles, consistently applied.

3.4 Project Budget
The total cost of the project described above is estimated to be $309,010 (Project Budget), including but not limited to design, construction, land acquisition, environmental assessment and remediation, exhibits, furniture, fixtures, equipment, construction management and other professional service fees, legal fees, marketing, start-up operations, operating endowments, utilities and other start-up costs, insurance, performance or payment bonds, taxes, and permits.

3.5 Local Match
In accordance with ORC Section 123.281(B)(2), the Project Sponsor shall have local contributions amounting to not less than fifty (50) percent of the Grant Amount for the Cultural Project (Local Match).

3.6 Local Share
The Local Share shall be an amount equal to the total costs of the Project Budget less the Grant Amount.
3.7 Full Funding
The Project Sponsor acknowledges that full funding occurs when it can demonstrate, to the satisfaction of the Commission, that funds have been raised to cover the Project Budget set forth in Section 3.4 of this Agreement (Full Funding).

3.8 Disbursement of Grant Funds
The funds to be disbursed under this Agreement shall not exceed the lesser of (A) the amount of the State appropriations or (B) the amount of funds (i) approved by the Commission and (ii) which comply with the conditions set forth in this Agreement. If further appropriations are made by the General Assembly and the expenditure of all or a portion of such funds is approved by the Commission, this Agreement may be amended to reflect any such additional amounts.

Notwithstanding anything set forth above, the state appropriation disbursed under this Agreement shall not exceed the lesser of (i) the aggregate appropriations by the General Assembly for the Cultural Project or (ii) twice the Local Match.

The Project Sponsor expressly acknowledges that no payment of state appropriation funds shall be made until such funds are released by the State Controlling Board.

The Project Sponsor shall submit invoices to the Commission in compliance with Exhibit A, attached hereto and made a part hereof.

3.9 Tax Obligations
The Project Sponsor shall be solely responsible for and shall pay all applicable federal, state, and local tax obligations.

The Project Sponsor affirms that it will take, or cause to be taken, all actions that may be required of the Project Sponsor for the interest on the Facility Bonds to be and remain excluded from gross income for federal income tax purposes and from treatment as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code, and will not take, or permit to be taken, any actions which would adversely affect such exclusion and such treatment.

4. Real Estate and Construction

4.1 Commencement
The Project Sponsor shall provide all construction services for the Cultural Project. The Project Sponsor shall be responsible for the construction administration of the Cultural Project. By August 1, 2019, the Project Sponsor shall commence or cause commencement of construction of the Cultural Project.

4.2 Contracts and Permits
The Project Sponsor shall have the full authority to contract with appropriate persons for the design and construction of the Cultural Project. The Project Sponsor shall secure all
necessary permits and/or licenses related to the Cultural Project.

4.3 Completion
The Project Sponsor represents and warrants that it will cause the Cultural Project to be constructed with reasonable speed and dispatch and reasonably adhere to the submitted construction schedule. The expected completion date of the Project is December 31, 2019 (Completion Date).

4.4 Restrictions of Record
The Project Sponsor hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Facility or the Cultural Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Facility as an Ohio cultural facility or the rights and obligations granted hereunder by the Project Sponsor to the Commission. The Project Sponsor represents that it is the fee simple owner of the premises on which the Facility is located, as described in Section 2.1 of this Agreement.

5. Operations and Maintenance

5.1 Operations and Maintenance
The Project Sponsor shall be solely responsible for and shall pay all operating and maintenance costs of the Facility over the term of the Facility Bonds.

The Project Sponsor shall maintain and keep the Facility in good order and repair, shall use the Facility for the intended purpose, and shall take all actions reasonably necessary to ensure that the Facility is available for the presentation of culture to the public over the term of the Facility Bonds.

5.2 Schedule of Operation/Control of Content
During the term of this Agreement, the Project Sponsor shall have the exclusive authority to schedule events and functions at the Facility.

5.3 Ownership
Any part of the Cultural Project paid for with proceeds of the Facility Bonds shall be owned by the Project Sponsor.

5.4 Conveyance of Right to Use and Occupy
As security for the performance of the Project Sponsor’s obligations under this Agreement, the Project Sponsor hereby conveys to the Commission the right to use and occupy the Facility upon an Event of Default, as described in Section 9.1 of this Agreement. The Project Sponsor acknowledges and consents to the conveyance by the Commission to the OPFC of such right hereby conveyed to the Commission and acknowledges that the OPFC will lease the Facility to the Commission pursuant to the OPFC Lease. The Commission acknowledges that, absent an Event of Default, it has no right to use or occupy the Facility.
6. Risk Management

6.1 Liability and Indemnification
The Project Sponsor shall either:

(a) Require that private entities that enter into contracts with the Project Sponsor for the operation or management of the Facility hold harmless and indemnify the Commission, the OPFC, the Treasurer, and the State from any and all damages, costs, fees, penalties, and expenses, of any nature whatsoever, incurred by the Commission, the OPFC, the Treasurer, or the State from any claim of any third party claim arising out of or related to the operation or management of the Project, including, but not limited to, the costs of defense of any related action, suit or proceeding; or

(b) Purchase and maintain insurance in an amount determined by a qualified risk assessor to insure the OPFC, the Commission, the Treasurer and the State against liabilities, claims, costs, losses, and expenses, joint or several, imposed upon or asserted against the OPFC, the Commission, the Treasurer, and the State resulting from any claim of any third party arising out of or related to the Project and shall name the OPFC, the Commission, the Treasurer, and the State as additional insureds under such policy; or

(c) Name the OPFC, the Commission, the Treasurer and the State as additional insureds under a self-insurance program or joint self-insurance pool created under Section 2744.08 or Section 2744.081, respectively, of the ORC, and operated by or on behalf of the Project Sponsor.

6.2 Property and Liability Insurance
Unless otherwise stated, the Project Sponsor shall maintain, or cause to be maintained, at no cost to the Commission, commercial general liability insurance and property insurance to insure the OPFC, the Commission, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Project Sponsor. Unless otherwise stated, such insurance shall remain in force at all times from the date hereof through the term of this Agreement.

6.3 Self-Insurance
Instead of providing the general liability and property insurance above, the Project Sponsor may name the OPFC, the Commission, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Project Sponsor, in order to meet the insurance requirements set forth herein.

(a) If the Project Sponsor has a self-insurance program created under ORC Section 2744.08, by signing this Agreement, the Project Sponsor hereby insures the OPFC, the Commission, the Treasurer and the State as additional insureds under its self-insurance program to cover the full replacement costs of
improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer’s liability exposure of the Project Sponsor related to the Cultural Project or the operation of the Facility.

(b) If the Project Sponsor is part of a joint self-insurance pool created under ORC Section 2744.081, the Project Sponsor shall provide certification from the pool’s qualified risk assessor that such self-insurance program will insure the OPFC, the Commission, the Treasurer of State and the State as additional insured and/or loss payees in an amount sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State and the bodily injury, property damage, personal injury, advertising injury and employer’s liability exposures of the Project Sponsor.

(c) The Project Sponsor certifies that its self-insurance program or joint self-insurance pool complies with ORC Sections 2744.08 and 2744.081.

7. Term

7.1 Term
This Agreement commences on the Effective Date and, unless otherwise terminated as provided in this Agreement, expires on the later of (a) ten (10) years from the Completion Date, or (b) the date upon which all Facility Bonds issued to finance or refinance the grant to the Project Sponsor described in Section 3.1 of this Agreement, and all obligations of the Treasurer or other issuing authority to financial institutions related to the Facility Bonds have been paid in full (the Term).

8. Legal Compliance

8.1 General
This Agreement or any actions taken under it are not subject to Chapters 123 or 153 of the ORC, except for section 153.011 of the ORC.

The Project Sponsor affirmatively represents and warrants that it shall comply with this Agreement and with all applicable federal, state, and local laws and regulations, including, but not limited to:

(a) ORC Chapter 4115 (prevailing wage)
(b) Worker’s Compensation laws
(c) Equal Opportunity laws
(d) ORC Section 153.011 (domestic steel)
(e) The Americans with Disabilities Act
(f) Environmental laws and regulations
(g) Historical preservation laws and regulations
(h) Drug-free Workplace
(i) ORC Section 9.24 (findings for recovery)
(j) Executive Order 2011-12K, Governing the Expenditure of Public Funds for
8.2 Negative Pledge: Prohibition Against Disposition
The Project Sponsor shall not assign, transfer, pledge or otherwise encumber all or any part of the Facility, including the Cultural Project, with any mortgage, security interest, or lien, nor shall the Project Sponsor dispose of any part of the Facility, including the Cultural Project, without replacement or substitution with improvements substantially similar to those of the Cultural Project provided for herein, without the prior written consent of the Commission, which consent shall not be unreasonably withheld.

8.3 Reports and Records
The Project Sponsor shall keep and make all reports and records associated with the Cultural Project and the Facility available to the Commission upon request for a period of not less than thirteen (13) years after the Completion Date. These reports and records shall include a description of the Cultural Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure, and vendor information).

8.4 Reviews and Inspections
The Commission may conduct reviews or inspections of the Facility to determine whether the uses made thereof are consistent with the Commission's purposes, including the presentation of culture to the public.

9. Default and Termination

9.1 Events of Default
Each of the following is considered an Event of Default and the Commission may, upon ten (10) days' prior written notice to the Project Sponsor, terminate this Agreement:

(a) if the Project Sponsor fails to maintain its status as a governmental agency as defined in ORC Section 123.28(F);

(b) if the Project Sponsor fails to complete the Cultural Project, abandons the Cultural Project or the Facility, or does not provide culture as defined in ORC 123.28;

(c) if the Project Sponsor shall become insolvent, make a general assignment for the benefit of creditors, be generally unable to pay its debts when they are due, or be a debtor in any receivership proceeding or any other proceeding brought under the federal bankruptcy laws and not cause such proceeding to be terminated within thirty (30) days following the commencement thereof;

(d) if the Project Sponsor is found to be in default under any other agreement or commitment secured by an interest in the real or personal property comprising the Cultural Project or the Facility and fails to cure such default within any cure period provided for in such agreement or commitment;
(e) if there is any change in use of the Facility that significantly reduces or eliminates the public purpose;

(f) if any act of the Project Sponsor adversely affects the federal tax exemption of the Facility Bonds; or

(g) if the Project Sponsor fails to remedy any covenant, condition or term in this Agreement, except as provided in subsections (a) – (f), within a period of thirty (30) days after receipt of written notice that the Project Sponsor is not in compliance.

9.2 Remedies Upon Default
Whenever an Event of Default has occurred, the Commission may:

(a) terminate this Agreement upon no less than ten (10) days' prior written notice; or

(b) take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Project Sponsor.

Upon termination of this Agreement after completion of the Cultural Project, for any reason other than at the stated expiration of its term, the Project Sponsor shall repay the Commission the percentage of the Grant Amount described in Section 3.1 of this Agreement equal to the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Facility Bonds used to finance the grant to the Project Sponsor over (y) the total number of months that such Facility Bonds are scheduled to be outstanding. Such repayment amount shall be calculated by the OPFC.

Notwithstanding the foregoing, if this Agreement is terminated prior to the Completion Date of the Cultural Project, the Project Sponsor shall immediately repay to the Commission the amount of State funds used to pay costs of the Cultural Project.

The requirements to make payment to the Commission as provided in this Section 9.2 shall survive the termination of this Agreement.


10.1 Binding Effect
All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective permitted successors and assigns of the Commission and the Project Sponsor to the same extent as if each such successor and assign were named as a party to this Agreement. This Agreement may not be changed or discharged except by written agreement signed by the Parties hereto. Amendments to the Agreement shall require the approval of the Commission.
10.2 **Governing Law**
This Agreement shall be governed by and interpreted under the laws of the State, and any action or proceeding arising from this Agreement shall be commenced in a court of competent jurisdiction located in Franklin County, Ohio.

10.3 **Severability**
Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected, and said provisions shall be valid and enforceable to the fullest extent permitted by law.

10.4 **Waiver**
The waiver by any party of, or the failure of such party to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained, or subsequent breach of the same, or any other term, covenant or condition herein contained.

10.5 **Time is of the Essence**
Time is of the essence in this Agreement and all provisions herein relating thereto shall be strictly construed.

10.6 **Inconsistent Provisions**
The Commission and the Project Sponsor each acknowledge that, if any prior agreements exist between the Project Sponsor and the Commission ("Prior Agreements") for so long as the Prior Agreements remain in effect, the provisions of those Prior Agreements shall control and prevail over any inconsistent provisions in this Agreement. Notwithstanding the foregoing, nothing in the Prior Agreements shall be deemed to affect the provisions of the Term of this Agreement.
11. Signatures

The Commission and the Project Sponsor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

<table>
<thead>
<tr>
<th>CITY OF BAY VILLAGE</th>
<th>STATE OF OHIO, ACTING BY AND THROUGH THE OHIO FACILITIES CONSTRUCTION COMMISSION</th>
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<tr>
<td>Signature</td>
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<tr>
<td>Printed Name</td>
<td>David M. Williamson</td>
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<tr>
<td>Title</td>
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</tr>
<tr>
<td>Date</td>
<td>Executive Director</td>
</tr>
<tr>
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<td>Title</td>
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</table>

|                     | Date                                                                            |

Page 11 of 15
EXHIBIT A

ADDITIONAL REQUIREMENTS FOR REIMBURSEMENT OF COSTS RELATED TO THE ROSE HILL MUSEUM CULTURAL PROJECT

The Project Sponsor shall submit invoices to the Commission no less frequently than quarterly. The invoices shall identify the total amount then due and payable, the State's share of the total amount due and payable, the Application and Certificate for Payment (AIA Document G702) or similar Commission approved form, and any appropriate back-up documentation requested by the Commission staff.

Upon receipt of invoices and all appropriate supporting information in the form acceptable to the Commission, the Commission shall use its best efforts to pay the Project Sponsor within thirty (30) days. If the invoice(s) submitted by the Project Sponsor fail to meet all of the requirements set forth in this exhibit, then the Commission shall have the right to withhold disbursement of funds for such invoice(s) until Project Sponsor has complied with all such requirements.

State Appropriations to the credit of the Cultural Project shall be held in the Commission's Cultural and Sports Facilities Building Fund and shall accrue interest in accordance with State law. Interest in the Cultural and Sports Facilities Building Fund shall accrue to the credit of the Commission.

1. Payment by the Commission to the Project Sponsor shall be on a pro rata basis (in amount equal to a fraction of the invoice, with the numerator being the Grant Amount and the denominator being the Project Budget) over the length of the construction of the Cultural Project unless otherwise approved by the Commission staff.

2. Invoices containing charges for work that is more than one (1) year old at the time the invoice is received by the Commission will not be accepted or approved, unless otherwise approved by the Commission staff.

3. Invoices will be organized in the following manner:

(a) A summary sheet, in the form of Exhibit B, shall be included with each invoice submittal. The summary sheet will include the following information for each contract: the contractor name, the type of work or bid package, the initial contract amount, the total change orders, the total contract amount, the total work completed to date, and the amount to be paid on the invoice.

(b) Supporting documents will accompany all invoices. These documents include:

(i) copies of complete contractor pay requests including:
   ○ cost breakdown including unit/unit cost, amount per unit and total cost;
• approval by the Project Sponsor or Project Sponsor’s representative for payment;
• approval by the architect or construction manager, if applicable;
• current date;
• invoice number; and
• date of service.

(ii) copies of all approved change orders. Field work orders, construction change directives, or similar charges, shall not be paid until change orders are finalized and approved.

(c) When construction is complete, the following documentation shall be submitted along with the summary sheet and supporting documentation:

(i) A cover letter signed and dated by an appropriate representative of the Project Sponsor with his or her name and title printed thereon, containing the following language:

"By signing below, I certify that the charges being invoiced are for actual work completed on the Rose Hill Museum Project, and the charges are true, accurate and appropriate, and that no liens have been filed on the Cultural Project or the Facility. I further certify that all work has been done in compliance with all applicable laws, including but not limited to prevailing wage law."

(ii) A copy of the Certificate of Occupancy (if available) and/or photographs of the completed project.

4. In accordance with the current capital bill, appropriations made for buildings and structures, including remodeling and renovations, are limited to the following:

(a) acquisition of real property or interest in real property;

(b) buildings and structures, which includes construction, demolition, complete heating and cooling, lighting, and lighting fixtures, and all necessary utilities, ventilating, plumbing, sprinkling, water and sewer systems, when such systems are authorized or necessary;

(c) architectural, engineering, and professional services expenses directly related to the project;

(d) machinery that is a part of the structures at the time of initial acquisition or construction;

(e) acquisition, development, and deployment of new computer systems, including the redevelopment or integration of existing and new computer systems, but excluding regular or ongoing maintenance or support agreements; and
(f) equipment that meets all the following criteria:
   (i) the equipment is essential in bringing the facility up to its intended use;
   (ii) the unit cost of the equipment, and not the individual parts of a unit, is about $100 or more;
   (iii) the equipment has a useful life of five (5) years or more; and
   (iv) the equipment is necessary for the functioning of the particular facility or project.

No equipment shall be paid for from these appropriations that is not an integral part of or directly related to the basic purpose or function of a facility or project for which moneys are appropriated. This does not apply to line items appropriated specifically for equipment.

An inventory list shall be kept of all fixtures, furniture and equipment where the cost was reimbursed by the Commission. Items listed on the inventory shall be kept, and shall remain in good repair, for the Term of this Agreement. If an item cannot be repaired, it shall be replaced in kind.
# EXHIBIT B: SUMMARY SHEET (EXAMPLE ONLY)

**Project Sponsor:** ________________________________  
**Date:** ________________________________  
**Drawdown Number:** ________________________________

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<thead>
<tr>
<th>Work Category</th>
<th>Contractor Name</th>
<th>Initial Contract Amount</th>
<th>Change Orders</th>
<th>Total Contract Amount</th>
<th>Total Work Completed to Date</th>
<th>Amount Paid This Month</th>
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Initial Project cost per state approval  
Initial contingency per state approval  
Contingency less current Change Orders to date  

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<th>Total Invoice Amount</th>
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<td>Total State Appropriation</td>
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